



USE PERMIT

San Luis Obispo Veterans Memorial Building

This Use Permit is entered into by and between the County of San Luis Obispo, a political subdivision of the State of California, hereinafter referred to as "County," and **[Insert Permittee]**, hereinafter referred to as "Permittee."

County and Permittee hereby mutually covenant and agree as follows:

1. **Premises:** County hereby authorizes Permittee to use County-owned real property consisting of a portion of the San Luis Obispo Veterans Memorial Building located at 801 Grand Avenue, San Luis Obispo, CA (APN 001-141-016), to include the **[Insert space reserved, e.g., "Top Floor comprised of the Main Hall, Right Wing, Lounge and Kitchenette"]**, hereinafter referred to as "Premises," as shown and incorporated herein as Exhibit "A."

2. **Use of Premises:** County hereby grants to Permittee the following privileges, uses and rights on said Premises subject to the following terms and covenants hereinafter set forth:

A. The use of the Premises for the following purpose: **[Insert Name of Event]**, and for no other purpose without mutual prior written consent.

B. County reserves the right to require Permittee, at Permittee's sole cost and expense, to completely restore Premises to the original condition upon termination of this Use Permit.

3. **Term:** The Term of this Use Permit shall be for the following Date(s) and Hours: **[Insert Term]**. This Use Permit is not in effect until Permittee has provided County and any other governing agency, if required, a Certificate of Insurance pursuant to Paragraph 12 of this Use Permit. This Use Permit may not be extended without prior and written consent by County, and may be terminated immediately, at any time and for any reason deemed necessary by the Central Services Director ("Director") or Director's designee, upon written notice to Permittee.

4. **Use Permit Fee:** As consideration for County's authorization to use Premises, Permittee shall submit to County, no later than thirty (30) days prior to commencement of the Term, the sum of **[Insert Permit Fee]** pursuant to Paragraph 2 of this Use Permit, payable in advance to the County of San Luis Obispo. Payment shall be submitted to the County at the following address: County of San Luis Obispo, Central Services Department, 1087 Santa Rosa Street, San Luis Obispo, CA 93408 and Attention: County Real Property Manager.

Use Permit Fees are set by the County Board of Supervisors and are available for inspection at the offices of the County Central Services Department, 1087 Santa Rosa Street, San Luis Obispo. County Central Services Director may modify those rates and/or cleaning fees based on Permittee's use. Use Permit Fees are subject to change. Any exceptions to Permit Fees beyond those stated should be requested in writing.

5. **Refundable Cleaning and Damage Deposit:** Permittee has submitted a Cleaning and Damage Deposit in the amount of **[insert amount]**, which is on hold with the County and shall be refunded at the end of the Term, provided there are no extra cleaning charges, no damage caused to Premises, and no other fees or charges incurred by Permittee (e.g., triggering fire alarm due to

Permittee's failure to comply with the rules and/or responsibilities of this Use Permit). Should Permittee fail to return Premises to an acceptable condition within the time allowed, County reserves the right to clean Premises and Permittee hereby agrees to pay for actual cleaning costs. Said cleaning by County will be based on current rate of labor plus overhead and supplies. Appropriate refund shall be made after inspection and any corrective action has been taken and processed within thirty (30) days from the last date of permitted use.

6. **Responsibilities of Permittee:** Permittee agrees at all times during the term of this Use Permit to maintain and operate the Premises in a clean, safe, wholesome and sanitary condition, in addition to the following rights and responsibilities:

A. **Tours:** Permittee may schedule a tour of the Premises and/or ask any questions about set up, cleaning and/or maintenance by contacting the Vets Hall Rental Office at (805) 781-5900 during normal business hours (8:00AM – 1:00PM Monday through Thursday).

B. **Inspection:** Permittee shall have the right to inspect Premises prior to the function in the company of County Staff and may submit to County a list of deficiencies for which Permittee does not wish to be held accountable. Failure by Permittee to request said inspection shall, in itself, constitute an acknowledgement that Premises are in good condition. Any deficiencies or damage in evidence upon completion of Permittee's function, and for which Permittee may reasonably be held accountable, shall become Permittee's responsibility. Permittee shall have the right, at the end of Permittee's function, to re-inspect Premises in the company of County Staff and to discuss specific deficiencies and damages, if any, for which Permittee may be held accountable.

C. **Standard of Care:** Permittee shall maintain equipment and Premises in good working order, having regard for the age and condition of the building and the permitted use, and shall be held responsible for any damage to equipment or facilities beyond reasonable wear and tear.

D. **Potential Hazards:** Permittee shall regulate the use of equipment, devices, or activities of the Premises that may constitute a hazard to Permittee or other users of the Premises including, but not limited to, keeping access ways free of obstructions and covering or bridging of exposed wiring, piping or conduit used for supplying electrical service. Thermostats and fuses shall not be tampered with. In the event of any difficulties with thermostats or fuses, Permittee shall immediately notify County Facilities/Maintenance/One-Stop Shop at (805) 781-5122 (staffed 24/7/365) or the County Real Property Manager at (805) 781-5206 during normal business hours.

E. **Use of Premises:** Permittee has the right to use Premises as specified in this Use Permit. County is under no obligation to allow the use of additional areas to Permittee nor, unless previously arranged, to provide Permittee with the exclusive use of Premises. County reserves the right to reassign areas of Permitted Use if necessary to provide for the maximum use of Premises and when such is in the public interest. In the event that conflicting requests for Premise use are made by two or more parties, priority shall be determined on the basis of full payment of Use Permit Fees first received. The number of advance reservations by any particular individual, group, or organization may be limited when such is in the public interest.

F. **Date(s) and Hours of Use:** Permittee shall have the right to use Premises during the Date(s) and Hours set forth in this Use Permit, providing that use shall not begin earlier than 6:00 AM nor extend past 12:00 midnight.

G. **Overtime:** All activities, including set up and cleaning, shall be performed within the Date(s) and Hours set forth in this Use Permit. Permittee agrees to pay unscheduled overtime at twice the hourly rate.

H. Set Up and Cleaning: Permittee agrees to perform all set up and cleaning related to this Use Permit. Should Permittee desire to return after Permitted Use Date(s) and Hours for the purpose of cleaning, arrangements must be made at the time of reservation to avoid conflict with other Permitted Uses. Permittee shall leave Premises, including restrooms, in as clean and neat a condition as was received. Said condition will include, but is not limited to, the following:

(1) Wiping down tables and chairs as needed.
(2) Replacement and proper storing of all furniture, tables and chairs.
(3) Removal of all decorations and trash to proper containers as directed by County.

(4) Cleaning of all kitchen equipment and utensils used, if any. County does not guarantee that said kitchen equipment and utensils are sanitary and clean prior to use.

(5) Cleaning of all floors, including mopping and sweeping as necessary.

(6) Closing and locking all windows and doors.

I. Noise: Permittee shall comply with any Noise Ordinance in effect within the limits of the City of San Luis Obispo in which the Premises are located.

J. Tank: Permittee shall refrain children and adults from playing on the tank, cannon, and monument sign.

K. Vehicles: Vehicles are not allowed on the turf at any time.

L. Alcoholic Beverages: The sale or consumption of alcoholic beverages is prohibited unless advance permission is specifically granted by County. Any sale or consumption of alcoholic beverages shall be subject to the rules and regulations of the California Alcoholic Beverage Control Board. An Alcoholic Beverage Control Permit must be submitted to County prior to function.

M. Smoking: Permittee agrees to comply with local ordinance(s) prohibiting smoking in public buildings within City and County limits of San Luis Obispo, and acknowledges responsibility for any consequences or damages resulting from violation of said ordinance(s).

N. Overnight Camping: Permittee agrees to comply with County Ordinance 15.70.124, which prohibits overnight camping or parking on the grounds of the San Luis Obispo County Veterans Memorial Building.

O. Additional Trash Container: County reserves the right, at County's sole discretion, to require that Permittee provide additional 3-yard dumpster(s) if the nature of the event generates refuse exceeding Premise's normal capacity.

P. Smoke/Fog Machine: Smoke or fog machines are not allowed on Premises.

Q. Signage: Permission to place signs on the exterior of the building must be obtained in writing and in advance from County.

R. Exhibits and Decorations: Exhibits and decorations must be approved in writing by County prior to installation. At no time may Permittee nail, staple, or glue decorations to ceiling, rafters, walls, painted surfaces, fabrics, or floors, or hang anything from rafters or light fixtures. Permittee may use "painter's tape" on walls or floors, and no other tape is permitted. All decorations must be flame-proof in accordance with local fire regulations.

S. Key to Building: Permittee will be issued a key to lock and unlock Premises, which shall be available for pick-up prior to commencement of function from: County of San Luis Obispo, Central Services Department, 1087 Santa Rosa Street, San Luis Obispo. Permittee shall not duplicate said key under any circumstance, nor furnish said key to anyone other than Permittee.

T. Building Attendant: County shall not provide a Building Attendant. In the event of an emergency or unforeseen circumstance, Permittee may contact the County Real Property Manager at (805) 781-5206 during normal business hours, or County Facilities/Maintenance/One Stop Shop at (805) 781-5122 (staffed 24/7/365).

U. Security Guard Services: Permittee acknowledges responsibility for complete security on the Premises during Permittee's occupancy and shall not allow use to exceed posted room occupancy levels. Permittee shall be responsible for ensuring compliance with County's security and safety policies as well as ensuring the health and safety of event participants. Permittee must arrange and pay for security guard services from one of the following County-approved businesses:

Condor Security of America, Inc.	(805) 352-1000
Five Cities Security, Inc.	(805) 543-1049
In-House Security	(805) 238-7728
Master Security	(805) 406-0723
Miller Event Staff and Management	(805) 547-9526
Overland Security Services, LLC	(805) 925-2216

Security guard(s) must arrive on Premises ½ hour before guests arrive and remain until the end of the event. Said security guard services shall include, but shall not be limited to, one (1) uniformed peace officer per 100 people in attendance, with a minimum of three (3) for large events at which alcohol is served and a minimum of four (4) for events at which alcohol is sold.

Permittee shall submit to County a copy of the invoice or contract showing the hiring of [insert #] security guards from one of the businesses listed above.

7. Improvements and Acceptance of Premises: Permittee accepts the Premises in an "as-is" condition. No improvement of any type shall be constructed or located on the Premises without the prior written approval of the Director, or Director's designee. Director, or Director's designee, reserves the right to approve or disapprove any use of the Premises for any reason.

8. Assignment: This Use Permit is of a personal nature and assignment or transfer by Permittee of this Use Permit or any of the privileges given hereunder is prohibited. Such transfer terminates this Use Permit.

9. Compliance: Permittee agrees and promises that it will comply with and observe any and all statutes, ordinances, rules and regulations of the Federal, State, Municipal, County or other public authority, and as amended. The Director, or Director's designee, reserves the right at any time to make such reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care, and cleanliness of the Premises, and for the preservation of good order therein, and Permittee hereby agrees to strictly comply therewith.

10. Indemnity: To the fullest extent permitted by law, Permittee shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Permittee's performance or attempted

performance of any obligation or duty provided for or relating to this Use Permit and/or the Premises, except such loss or damage which was caused by sole negligence or willful misconduct of the County.

11. **Damages:** Permittee acknowledges liability for any damage, destruction, or removal of equipment during the period of Permittee's use of the Premises. Permittee hereby waives any and all claims for damages that may be caused by County in re-entering and taking possession of the Premises as herein provided, and all claims for damages that may result from the destruction of or injury to the Premises thereby, and all claims for damages to or loss of such property belonging to the Permittee as may be in or upon the Premises at the time of such re-entering. Permittee hereby also waives any and all claims against the County for loss or damages to any property of Permittee from any cause arising at any time.

12. **Insurance:** Permittee shall obtain and maintain insurance for the full Term of this Use Permit. Said policy may be obtained through any insurance agent of Permittee's choosing, providing that insurance agent is authorized to do business in the State of California. The following coverage with the following features shall be provided:

A. **Commercial Liability Insurance:** Permittee shall obtain and maintain in full force and effect, commercial liability insurance, including, but not limited to, comprehensive general and automobile liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Permittee's use of Premises as specified in this Use Permit, including, without limitation, acts involving vehicles. The policy shall be in the form of Insurance Services Office (ISO) Form CG 00 01 covering commercial general liability on an "occurrence" basis for bodily injury and property damage, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence (may be \$2,000,000 if Risk Management determines the activity to be high risk). If a general aggregate limit applies, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. The following endorsements must be attached to the policy:

(1) If the insurance policy covers on an "accident" basis, it must be changed to "occurrence."

(2) The policy must cover personal injury as well as bodily injury.

(3) Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.

B. **Workers' Compensation Insurance:** In accordance with the provisions of sections 3700 et seq., of the California Labor Code, if Permittee has any employees, Permittee is required to be insured against liability for workers' compensation or to undertake self-insurance. Permittee agrees to comply with such provisions before commencing this Use Permit.

C. **Additional Insureds and Primary Coverage:** The commercial general liability policy shall name "County of San Luis Obispo, its officers and employees" as additional insureds. The policy shall provide that Permittee's insurance will operate as primary insurance and that no other insurance maintained by the County, or additional insureds will be called upon to contribute to a loss hereunder.

D. **Liquor Liability Coverage:** The commercial general liability policy shall include liquor liability insurance when alcohol will be served pursuant to this Use Permit.

E. Notice of Cancellation or Change: Each insurance policy required above shall provide that coverage shall not be canceled or changed in any material aspect except with prior written notice to the County.

F. Waiver of Subrogation: Permittee hereby grants to County a waiver of any right to subrogation which any insurer of said Permittee may acquire against the County by virtue of the payment of any loss under such insurance. Permittee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

G. Certification of Coverage: Within thirty (30) calendar days of the commencement date of this Use Permit, Permittee shall furnish County with the following for each insurance policy required by this Use Permit:

- (1) A copy of the Certificate of Insurance shall be provided.
- (2) A Workers' Compensation certificate of insurance must be provided.
- (3) Permittee shall provide a copy of the complete insurance policy upon request by County.

H. County Approval: Approval of Insurance by County shall not relieve or decrease the extent to which the Permittee may be held responsible for payment of damages resulting from Permittee's services or operations pursuant to this Use Permit. Further, County's act of acceptance of an insurance policy does not waive or relieve Permittee's obligations to provide the insurance coverage required by the specific written provisions of this Use Permit.

I. Effect of Failure or Refusal: If Permittee fails or refuses to procure or maintain the insurance required by this Use Permit, or fails or refuses to furnish County with the certifications required by *Subparagraph F.* above, County shall have the right, at its option, to forthwith terminate this Use Permit for cause.

13. **Possessory Interest:** Permittee recognizes and understands that this Use Permit may create a possessory interest subject to property taxation and that Permittee will be subject to payment of taxes levied on such interest.

14. **Notices:** All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, postage prepaid and addressed as follows:

To County at: County of San Luis Obispo
Central Services Department
Attention: Shauna Dragomir, County Real Property Manager
1087 Santa Rosa Street
San Luis Obispo, CA 93408
Phone (805) 781-5206
E-Mail: sdragomir@co.slo.ca.us

To Permittee at: [Insert complete address]
[Insert Phone & email]

15. **Status:** Permittee shall during the entire term of the Use Permit, be construed to be an Independent Contractor, and shall in no event be construed to be an employee of County.

16. **Closure:** At any time should an occurrence necessitate the closing of the Premises, Permittee shall have no recourse by law to County for losses incurred.

17. **Venue:** This Use Permit has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Use Permit shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Use Permit.

18. **Repair and Surrender:** Permittee hereby accepts the Premises in good condition and agrees to surrender possession of and restore the Premises unto County in the same and as good condition as received upon termination of this Use Permit. Permittee further agrees to promptly repair any and all damage caused by Permittee in the use of the Premises.

19. **Environmental Matters/Covenants Regarding Hazardous Materials:** Permittee shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, petrochemical, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under such laws, ordinance or regulations in, on, or about the Premises.

If Permittee releases any of the materials described above on Premises, or off Premises, but affecting Premises as a result of Permittee's operations or otherwise, Permittee shall indemnify, defend, protect, and hold harmless County and each of County's owners, officers, directors, employees, agents, successors and assigns, and the Premises.

20. **Termination:** Violation of any of the rules contained herein by Permittee shall be sufficient cause for County to terminate this Use Permit and shall be sufficient cause to deny any future use of Premises.

21. **Subordination of Use:** Nothing contained in these rules shall be deemed or construed in any way to create an interest in real property or in County Premises or to limit County's authority to exercise any right or power concerning utilization of Premises. Every use of Premises shall be subordinate to County's use during times of election, veterans use (where applicable), national or local emergency, or at any other time when such use of the Premises is required.

22. **Severability:** The invalidity of any provision of this Use Permit shall not affect the validity or enforceability of any other provision of this Use Permit.

23. **Entire Agreement and Modifications:** This Use Permit supersedes all previous Use Permits and constitutes the entire understanding of the parties hereto. Permittee shall be entitled to no other benefits than those specified herein. No changes, amendments, or modifications shall be effective unless in writing and signed, in advance of the effective date of the change, amendment or modification, by both parties. Permittee specifically acknowledges that in entering into this Use Permit, Permittee relies solely upon the provisions contained in the Use Permit and no other Use Permit or oral discussions prior to entering this Use Permit.

IN WITNESS WHEREOF, County and Permittee agree to all of the terms and conditions hereinabove set forth.

COUNTY OF SAN LUIS OBISPO
Central Services Department

PERMITTEE:
[INSERT NAME]

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

EXHIBIT "A"
PREMISES

